

AMENDMENT #1

RFP 06-66

PROJECT CONTRACT ADMINISTRATION CONSULTING SERVICES for the METRO DISTRICT ENERGY SYSTEM

The following additions, clarifications, or corrections are hereby made to RFP 06-66. Respondents should acknowledge receipt of this Amendment in their RFP response.

RFP 06-66 has been revised as follows:

Section 19, *Insurance*, of the sample contract included in the RFP is deleted in its entirety and substituted with the following:

19. Insurance. During the term of this Contract, Contractor shall at its sole expense obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement.

1. *Commercial General and Umbrella Liability Insurance.* Contractor shall maintain commercial general liability (CGL) insurance and, if necessary, commercial umbrella insurance with limits of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the project/location in this Agreement.

Such insurance shall:

- a. Be written on ISO occurrence form CGL 00 01 12 04 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

b. Include The Metropolitan Government of Nashville and Davidson County as an insured under the CGL, using ISO additional insured endorsement CG 20 37 or CG 20 26 or a substitute providing equivalent coverage and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Metro. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

2. *Automobile Liability Insurance*; including vehicles owned, hired, and non-owned, with a limit of not less than \$1,000,000 each accident for Bodily Injury and Property Damage. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes Metro, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor in the performance of this contract.
3. *Workers' Compensation Insurance*. Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$100,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage.
4. *Professional Liability (including Errors & Omissions)*. Contractor shall provide professional liability insurance covering claims arising from real or alleged errors, omissions, or negligent acts committed in the performance of professional services under this contract with limits of \$1,000,000.
5. *Other Insurance Requirements*. Contractor shall:
 - a. Prior to commencement of services, furnish Metro with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30

days' prior written notice to Metro's Law Department, 225 Polk Avenue, Ste. 210, Nashville, TN 37203 except ten (10) days in the event of non-payment of premium.

b. Provide certified copies of endorsements and policies if requested by Metro in lieu of or in addition to certificates of insurance.

c. Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

d. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by Metro as a material breach of contract.

e. Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the Metro Risk Manager.

f. Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to Metro prior to the commencement of subcontractors' work. The General Contractor's commercial general liability insurance should not include CG 2294 or CGT 2295.

g. Any deductibles and/or self-insured retentions greater than \$100,000 must be disclosed to and approved by Metro prior to the commencement of services.

h. If the Contractor has or obtains primary and excess policies, there shall be no gap between the limits of the primary policies and the deductible features of the excess policies

- i. The insurer shall agree to waive all rights of subrogation against Metro, its officers, officials, and employees for losses arising from work performed by Contractor for Metro.
- j. If the professional liability coverage is written on a “claims made” form, contractor shall agree to provide certificates of insurance evidencing the required coverage for a period of three years after the final payment under this contract is made. Such certificates shall evidence a retroactive date no later than the beginning of the contractor’s work under this contract.

End Amendment #1, RFP 06-66